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7  
8 Attorneys for Plaintiff Imprimis Pharmaceuticals, Inc.

9  
10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE SOUTHERN DISTRICT OF CALIFORNIA  
12

13 IMPRIMIS PHARMACEUTICALS, )  
INC., a Delaware corporation, )  
14 Plaintiff, )  
15 v. )  
16 OCULAR SCIENCE, INC., a )  
17 California corporation; and DOES 1 )  
through 20, )  
18 Defendants. )  
19 )  
20 )

Case No. '16CV0296 LAB WVG

COMPLAINT FOR DAMAGES AND  
OTHER RELIEF FOR TRADEMARK  
INFRINGEMENT AND OTHER  
TORTS

21 Pursuant to Fed. R. Civ. P. 8(a), plaintiff Imprimis Pharmaceuticals, Inc.  
22 (“plaintiff” or “Imprimis”), hereby files this complaint, and avers the following:

23 OVERVIEW

24 This is a civil action in which Imprimis seeks, *inter alia*, damages and other relief  
25 for trademark infringement and unfair competition.

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JURISDICTION AND VENUE

1  
2 1. This action arises under the laws of the United States, Title 15 of the  
3 United States Code, and 28 U.S.C. § 2201 and Fed. R. Civ. P. 57.

4 2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331,  
5 1338(a) and (b), 1367, and 2201.

6 3. Venue is proper in this judicial district under pertinent law, including,  
7 *inter alia*, 28 U.S.C. §§ 1391(b), (c).

8 THE PARTIES

9 4. Imprimis is a corporation organized and existing under the laws of the  
10 State of Delaware and has as its principal place of business and is doing business in  
11 the State of California.

12 5. Defendant Ocular Science, Inc., is a corporation organized and existing  
13 under the laws of the State of California and has as its principal place of business and  
14 is doing business in the State of California. It is sometimes referred to hereinafter as  
15 “Ocular Science” or “defendant.”

16 6. The true names and capacities, whether individual, corporate, associate,  
17 representative or otherwise, of defendants Does 1 through 20, inclusive, are unknown  
18 to Imprimis, who therefore sues them by such fictitious names. Imprimis will seek  
19 leave to amend this complaint to show the true names and capacities of said  
20 defendants when they are ascertained. Imprimis is informed and believes, and  
21 thereupon alleges, that each of the defendants named as a Doe, along with the named  
22 defendants, is responsible in some manner for the occurrences herein alleged, and that  
23 Imprimis’ injuries herein alleged were legally or proximately caused by said  
24 defendants. Wherever it is alleged that any act or omission was also done or  
25 committed by any specifically named defendant, or by defendants generally, Imprimis  
26 intends thereby to allege, and does allege, that the same act or omission was also done  
27 and committed by each and every defendant named as a Doe, and each named  
28 defendant, both separately and in concert or conspiracy with the named defendants.

1           7.     At all times mentioned herein, defendants, and each of them, were the  
2 agents, servants, co-conspirators, or employees of one another, and the acts and  
3 omissions herein alleged were done or suffered by them, acting individually and  
4 through or by their alleged capacity, within the scope of their authority. Each of the  
5 defendants aided and abetted and rendered substantial assistance in the  
6 accomplishment of the acts complained of herein. In taking the actions, as  
7 particularized herein, to aid and abet and substantially assist in the commission of the  
8 misconduct complained of, each defendant acted with an awareness of his, its or its  
9 primary wrongdoing and realized that his, its or its conduct would substantially assist  
10 in the accomplishment of that misconduct and was aware of his, its or its overall  
11 contribution to, and furtherance of the conspiracy, common enterprise, and common  
12 course of conduct. Defendants' acts of aiding and abetting included, *inter alia*, all of  
13 the acts each defendant is alleged to have committed in furtherance of the conspiracy,  
14 common enterprise, and common course of conduct complained of herein.

#### 15                                   BACKGROUND FACTS

16           8.     In 2012 and 2014, respectively, applications nos. US 14/461,242  
17 (priority to July 22, 2013) and 14/227,819 (priority to July 22, 2013) were filed with  
18 the U.S. Patent and Trademark Office. Generally, these patent applications describe  
19 inventions for novel slow-releasing ophthalmic compositions containing  
20 triamcinolone acetate, moxifloxacin hydrochloride, triamcinolone acetate, and  
21 vancomycin and uses thereof in the treatment of acute infections of the eye and  
22 compositions for intraocular injection of therapeutically effective quantities of anti-  
23 bacterial and anti-inflammatory agents, as well as methods for fabricating the  
24 compositions and for using them in intraocular injections. Imprimis is the assignee of  
25 the rights asserted in these applications. The claimed inventions are highly useful for  
26 "dropless" cataract surgery, something that is attractive to both eye surgeons and  
27 patients who suffer from cataracts. Imprimis' applications for patents published on  
28 October 30, 2014, and January 22, 2015, respectively.

1           9.     Imprimis is the owner of the following trademarks: GO DROPLESS!  
2 (U.S. Serial No. 96143543), GO DROPLESS! – Logo (U.S. Serial No. 86143553),  
3 LESSDROPS (U.S. Serial No. 86497791), DROPLESS CATARACT THERAPY  
4 (U.S. Serial No. 86497090), and DROPLESS THERAPY (U.S. Serial No. 86497100)  
5 (collectively hereinafter referred to as the “Imprimis marks”). As a matter of law,  
6 Imprimis has the exclusive rights to the use of said marks and said trademarks are  
7 valid, subsisting, and in full force and effect.

8           10.    Imprimis has extensively used the Imprimis marks in the advertisement  
9 and promotion of its products and has spent large sums of money to promote and  
10 advertise its products under the Imprimis marks. As a consequence, the Imprimis  
11 marks have become identified, in the United States and throughout the world, as  
12 signifying novel slow-releasing ophthalmic compositions containing triamcinolone  
13 acetate, moxifloxacin hydrochloride, triamcinolone acetate, and vancomycin and uses  
14 thereof in the treatment of acute infections of the eye and compositions for intraocular  
15 injection of therapeutically effective quantities of anti-bacterial and anti-inflammatory  
16 agents, as well as methods for fabricating the compositions and for using them in  
17 intraocular injections. These agents and methods are highly useful for “dropless”  
18 cataract surgery, something that is attractive to both eye surgeons and patients who  
19 suffer from cataracts.

20           11.    Since 2014, Imprimis has sold more than \$4.3 million worth of products  
21 under the Imprimis marks in North America alone. Since that same year, Imprimis  
22 has spent more than \$4 million in the United States advertising and promoting the  
23 Imprimis marks. In addition, over fifty (50) articles concerning Imprimis products  
24 and mentioning the Imprimis marks have appeared recently in major ophthalmic  
25 surgery center-targeted trade publications.

26           12.    The products manufactured, distributed and sold by Imprimis bearing the  
27 Imprimis marks have become well known in the United States and throughout the  
28

1 world both by users of such products and the public generally as being products of  
2 high quality having their exclusive origin with Imprimis.

3 13. As a result of the recognized quality of Imprimis' products and its  
4 extensive advertising and promotion of the Imprimis marks in the United States and  
5 throughout the world, Imprimis has developed an acquired valuable good will that is  
6 directly associated with the Imprimis marks.

7 DEFENDANTS' WRONGFUL COURSE OF CONDUCT:

8 MARKETING IN VIOLATION OF FEDERAL LAW

9 14. The U.S. Food, Drug and Cosmetic Act ("FDCA") places heavy  
10 restrictions on commercial advertising and marketing of drugs and specifically  
11 restricts the commercial advertising and marketing of compounded drug formulations.  
12 In order for a company to make public claims of the effectiveness of a drug, the drug  
13 in question must be approved of by the U.S. Food and Drug Administration (the  
14 "FDA"). If the drug is not approved of by the FDA, or is a compounded drug  
15 formulation, a company is restricted on their ability to make public representations  
16 and claims on the effectiveness of these drug.

17 15. The FDA has publicly stated, "*Federal law generally requires that*  
18 *prescription drugs in the U.S. be shown to be both safe and effective **prior to***  
19 ***marketing** (emphasis added) ...Furthermore, FDA's review of the applicant's labeling*  
20 *insures that health care professionals and patients have the information necessary to*  
21 *understand a drug product's risks and its safe and effective use ...The Agency has*  
22 *serious concerns that drugs marketed without required FDA approval may not meet*  
23 *modern standards for safety, effectiveness, quality, and labeling. Physicians and*  
24 *other healthcare practitioners, along with consumers, cannot assume that all*  
25 *marketed drugs have been found by the FDA to be safe and effective. For a variety of*  
26 *historical reasons, some drugs, mostly older products, continue to be marketed*  
27 *illegally in the U.S. without required FDA approval ...The lack of evidence*  
28

1 *demonstrating that these unapproved drugs are safe and effective is a significant*  
2 *public health concern.*<sup>1</sup>

3 16. These laws recognize that the advertising of non-approved FDA drugs is  
4 deceptive because it conveys to consumers, based upon existing FDA rules and  
5 regulations, the net impression that such drugs: (i) are in fact approved of by the  
6 FDA, (ii) make only positive contributions to a patient's health; and (iii) do not pose  
7 any negative health related side effects.

8 17. Imprimis is aware of FDA and FDCA restrictions on advertising and  
9 marketing drugs and follows such restrictions and guidelines, severely limiting the  
10 marketing disclosures Imprimis makes to its customers and the public in general.

11 18. Ocular Science is currently publicly marketing non-FDA approved post-  
12 operative compounded formulations including drop formulas and an injection formula  
13 for administration during surgery. These include: (i) Pred-Moxi (prednisolone sodium  
14 phosphate and moxifloxacin hydrochloride) ("Pred-Moxi"), a four dose per day eye drop  
15 combining a steroid and an antibiotic to reduce pain and inflammation in the eye; (ii)  
16 Pred-Moxi-Ketor (prednisolone sodium phosphate, moxifloxacin hydrochloride and  
17 ketorolac tromethamine) ("Pred-Moxi-Ketor"), a four dose per day eye drop that  
18 combines a steroid, an antibiotic, and a non-steroidal anti-inflammatory; (iii) Pred-Ketor  
19 (prednisolone sodium phosphate and ketorolac tromethamine) ("Pred-Ketor"), a four  
20 dose per day drop that combines a steroid and a non-steroidal anti-inflammatory; (iv)  
21 Pred-Levo (prednisolone sodium phosphate and levofloxacin) ("Pred-Levo"), a two dose  
22 per day drop that combines a steroid and an antibiotic, and (v) Dex-Moxi  
23 (dexamethasone ophthalmic and moxifloxacin hydrochloride) ("Dex-Moxi"), a formula  
24 intended for intraocular injection into the anterior chamber of the eye. (Pred-Moxi, Pred-  
25 Moxi-Ketor, Pred-Ketor, Pred-Levo and Dex-Moxi may be referred to hereinafter  
26 collectively as the "Ocular Science Formulations").

27  
28 <sup>1</sup> <http://www.fda.gov/drugs/guidancecomplianceregulatoryinformation/enforcementactivitiesbyfda/selectedenforcementactionsonunapproveddrugs/default.htm>.

1           19. While the sale of compounded drugs in general do not need to be  
2 approved of by the FDA (they are governed by state laws, rules and regulations),  
3 Ocular Science has made, and continues to make, illegal claims in their advertising  
4 and marketing of the Ocular Science Formulations in violation of the FDCA and  
5 California laws that govern such advertising and marketing. These claims, disclosed  
6 in Ocular Science's online website (www.ocularscience.com) and outlined in ***Exhibit***  
7 ***A*** attached hereto, include, but are not limited to:

8           (i) In the coming year, they are set to release an Amniotic Drop,  
9 revolutionizing the patient experience and reducing dry eye and inflammation  
10 through exceptional post-operative care (***Exhibit A***, Page 1)(*emphasis added*).

11           (ii) We created and optimized DROPLET to help physicians achieve the best  
12 patient outcomes at the lowest patient cost (***Exhibit A***, Page 2)(*emphasis added*).

13           (iii) These formulas promote rapid healing and are engineered with patient  
14 adherence in mind. (***Exhibit A***, Page 2)(*emphasis added*).

15           (iv) Our unique formulas require less effort from the patient and lead to  
16 higher efficacy. (***Exhibit A***, Page 2)(*emphasis added*).

17           (v) Pred-Moxi is a four dose per day eye drop that combines a steroid and an  
18 antibiotic to reduce pain and inflammation in the eye. (***Exhibit A***, Page 2)(*emphasis*  
19 *added*).

20           (vi) Read more about the proven effectiveness (***Exhibit A***, Page 2)(*emphasis*  
21 *added*).

22           (vii) Read more about the proven effectiveness (***Exhibit A***, Page 4)(*emphasis*  
23 *added*).

24           (viii) The formula is completely clear, allowing a patient to leave your office  
25 without the milkinsess that typically occurs (***Exhibit A***, Page 4)(*emphasis added*).

26           (ix) Our latest product, an amniotic eye drop, is the first of its kind for dry  
27 eye and wound healing. (***Exhibit A***, Page 5)(*emphasis added*)  
28



(x) This drop can be safely stored in a home freezer while retaining its efficacy. (**Exhibit A**, Page 5)(*emphasis added*).

(xi) New research indicates that secretions from stem cells found in Ocular Science's amniotic fluid can restore balance and calm this chronic inflammation. (**Exhibit A**, Page 5)(*emphasis added*).

(xii) Ocular Science's amniotic eye drops have over 100 cytokines, growth factors and anti-inflammation [sp] molecules, including key mediators like thrombospondin-1(TSP-1), WNT 4, PGE2 and GDF11, which modulate and restore balance to tears. (**Exhibit A**, Page 5)(*emphasis added*).

(xiii) Read more about the proven effectiveness (**Exhibit A**, Page 6)(*emphasis added*).

20. Ocular Science's promotion, marketing and advertising as outlined above is false and misleading, and part of an extensive promotional, marketing and advertising campaign designed to increase the sales of the Ocular Science Formulations. This campaign and these misrepresentations portray to consumers that the Ocular Science Formulations are in fact approved of by the FDA (which they are not), which in turn affects their decision in which products to purchase. Ocular Science's misrepresentations have and will continue to mislead consumers into believing incorrectly that the Ocular Science Formulations are FDA approved (which they are not). Meanwhile, Imprimis has and continues to abide by the FDCA and FDA guidelines and does not make such restricted and illegal claims, thus providing Ocular Science an unfair competitive advantage over Imprimis.

#### DEFENDANTS' WRONGFUL COURSE OF CONDUCT:

##### TRADEMARK INFRINGEMENT

21. Ocular Science is currently marketing the Ocular Science Formulations.

22. These Ocular Science Formulation products are "copycat" formulations. Ocular Science has been marketing them using the name DROPLET (as shown on its website). The name DROPLET is confusingly similar to Imprimis' marks (including



1 without limitation GO DROPLESS!, LESSDROPS, DROPLESS CATARACT  
2 THERAPY, and DROPLESS THERAPY. By use of it, Ocular Science has created  
3 confusion and harmed the reputation of Imprimis' inventions, to the result that some  
4 physicians who previously ordered from Imprimis (and who have monthly cataract  
5 cases in the hundreds) have stopped doing so. The confusion in the market includes  
6 the false belief that the goods Ocular Science is selling belong to, are sponsored by,  
7 or are affiliated with Imprimis.

8 FIRST CLAIM FOR RELIEF

9 (Infringement of Trademarks)

10 (Against All Defendants)

11 23. Imprimis realleges and incorporates by reference as though fully set forth  
12 in the preceding paragraphs 1 through 22.

13 24. Imprimis owns the Imprimis marks. Under common law, Imprimis has  
14 the exclusive right to the use of said mark and said marks are valid, subsisting, and in  
15 full force and effect.

16 25. Beginning in 2015, Ocular Science began selling a similar product under  
17 the name Dropless.

18 26. Ocular Science' use of the designation "DROPLET" has caused, and is  
19 likely to continue to cause, confusion on the part of those persons who purchase  
20 ophthalmic compositions containing triamcinolone acetate, moxifloxacin  
21 hydrochloride, triamcinolone acetate, and vancomycin for the purpose of treating  
22 infections of the eye and compositions and for intraocular injection of therapeutically  
23 effective quantities of anti-bacterial and anti-inflammatory agents. Such use has  
24 misled and deceived, and will continue to mislead and deceive, the public as to the  
25 source and sponsorship of Ocular Science's products.

26 27. Imprimis, however, not Ocular Science, is the senior user of the Imprimis  
27 marks, with an actual date of first use antedating that claimed by Ocular Science.  
28 Imprimis is entitled to use, in interstate commerce, its marks in the goods identified in

1 commerce and also on goods which, in the minds of the consuming public, are  
2 considered to be closely related to the goods listed in those registrations.

3 28. Ocular Science's continued use of the "DROPLET" mark based on its  
4 alleged date of first use is likely to cause confusion, deception, and mistake in the  
5 minds of the consuming public, all to the detriment of Imprimis, its trademark  
6 reputation, goodwill, and business.

7 29. For the foregoing reasons. Imprimis has been damaged by Ocular  
8 Science's allegation of trademark rights superior to those of Imprimis, and will  
9 continue to be damaged, unless this Court intervenes.

10 30. As the direct and proximate result of Ocular Science's wrongful acts,  
11 Imprimis has been damaged in an amount to be proven at trial.

12 31. The acts of infringement described above are willful, deliberate and in  
13 reckless disregard of Imprimis' rights. On this basis, Imprimis is entitled to an award  
14 of punitive damages in an amount sufficient to make an example of Ocular Science  
15 and to deter others from similar misconduct in the future.

16 SECOND CLAIM FOR RELIEF

17 (Common Law Unfair Competition)

18 (Against All Defendants)

19 32. Imprimis realleges and incorporates by reference as though fully set forth  
20 in the preceding paragraphs 1 through 31.

21 33. This claim for relief arises under the common law of trademarks and  
22 unfair competition.

23 34. The use of the "DROPLET" name and mark by defendants will lead to  
24 the erroneous belief that Ocular Science's products originate with, or are sponsored  
25 by, or are endorsed or licensed by Imprimis, or that Imprimis is somehow associated  
26 with the business or products of Ocular Science, thus enabling Ocular Science to  
27 misappropriate and unfairly trade upon Imprimis' valuable goodwill and the renown  
28 of its mark, and subjecting Imprimis' goodwill and reputation in the Imprimis marks

1 to the hazards and perils to Ocular Science's business activities (over which Imprimis  
2 has no control whatsoever).

3 35. The foregoing acts of Ocular Science constitute unfair competition and  
4 infringement of Imprimis' common law rights in the Imprimis marks. As a direct and  
5 proximate result of Ocular Science's infringement and unfair competition, Imprimis has  
6 been damaged in an amount to be proven at trial.

7 THIRD CLAIM FOR RELIEF

8 (Violation of Unfair Competition Law)

9 (Against All Defendants)

10 36. Imprimis realleges and incorporates by reference as though fully set forth  
11 in the preceding paragraphs 1 through 35.

12 37. This cause of action arises under the Unfair Competition Law, Cal.  
13 Business & Professions Code, § 17200 *et seq.* (the "UCL").

14 38. Defendants' practices described hereinabove constitute unlawful, unfair,  
15 and fraudulent business acts and practices proscribed by the UCL. Defendants'  
16 actions significantly threaten to harm competition and have harmed competition.

17 39. Plaintiff is entitled to injunctive relief barring defendants from further  
18 unlawful, unfair, and fraudulent business acts and practices, as well as restitution of  
19 all sums collected by defendants as a result thereof.

20 FOURTH CLAIM FOR RELIEF

21 (Common Law Trademark and Trade Name Infringement)

22 (Against All Defendants)

23 40. Imprimis realleges and incorporates by reference as though fully set forth  
24 in the preceding paragraphs 1 through 39.

25 41. This count arises under the common law of trademarks and unfair  
26 competition.

27 42. Ocular Science's use of the Imprimis marks is likely to cause purchasers to  
28 believe that Ocular Science's business is part of Imprimis' organization and is connected

1 with it, that the products Ocular Science sells are those of Imprimis, and that Ocular  
2 Science is selling at the direction of Imprimis. In fact, none of these things is true.

3 43. The foregoing acts of Ocular Science constitute trademark and trade  
4 name infringement under the common law.

5 44. As a direct and proximate result of Ocular Science's infringements,  
6 Imprimis has suffered, and will continue to suffer, irreparable injury unless and until  
7 the Court enjoins Ocular Science from further infringements.

8 FIFTH CLAIM FOR RELIEF

9 (For Declaratory Relief under 28 U.S.C. § 2201)

10 (Against All Defendants)

11 45. Imprimis realleges and incorporates by reference as though fully set forth  
12 in the preceding paragraphs 1 through 44.

13 46. There exists an actual controversy between the parties as to their rights  
14 and liabilities vis-a-vis one another and with respect to the Ocular Science mark and  
15 the Imprimis marks.

16 47. Imprimis is entitled to a decree declaring the parties' rights and  
17 liabilities under the provisions of 28 U.S.C. § 2201.

18 SIXTH CLAIM FOR RELIEF

19 (For Injunctive Relief)

20 (Against All Defendants)

21 48. Imprimis realleges and incorporates by reference as though fully set forth  
22 in the preceding paragraphs 1 through 47.

23 49. By reason of Ocular Science's actions, Imprimis has been seriously and  
24 irreparably damaged, Imprimis' business reputation has been injured, and Imprimis  
25 has suffered dilution of the distinctive quality of its marks. Unless and until Ocular  
26 Science is restrained, Imprimis will continue to be so damaged until this action can  
27 proceed to final judgment.

28 50. Ocular Science's wrongful conduct, unless and until enjoined by order of

1 this Court, will cause great and irreparable injury to Imprimis. The goodwill is  
2 established by Imprimis, and being tarnished by Ocular Science, is irreplaceable and  
3 cannot be remedied adequately by recovery of money damages.

4 51. Imprimis requests that this Court grant a temporary restraining order  
5 and preliminary and permanent injunctions enjoining Ocular Science and its agents,  
6 servants, and employees, and all persons acting under, in concert with, or for them  
7 from doing the following:

8 (i) from continuing the use of the infringements identified hereinabove;

9 (ii) from using in connection with its business, except as expressly  
10 authorized by Imprimis, any reproduction or colorable imitation of the word  
11 “DROPLET”;

12 (iii) from making in any way whatsoever any statement or representation  
13 or performing any act likely to lead the public or individual members of the public to  
14 believe that Ocular Science is in any manner, directly or indirectly, associated or  
15 connected with, or licensed, authorized or approved by Imprimis; and

16 (iv) from committing any other act which infringes on Imprimis’ marks or  
17 constitutes unfair competition against Imprimis or its licensees.

18 PRAYER FOR RELIEF

19 WHEREFORE, Imprimis prays for relief as follows:

20 A. That the Court award Imprimis such general and special damages as it  
21 has sustained by reason of Ocular Science’s infringements and unfair competition  
22 according to proof at trial and that, because of the willful nature of said  
23 infringements, the Court enter judgment for Imprimis for those damages and for three  
24 times the amount of those damages pursuant to section 35 of the Lanham Act, 15  
25 U.S.C. § 1117;

26 B. For judgment that Ocular Science has violated section 32 of the  
27 Lanham Act, 15 U.S.C. § 1114;  
28

1 C. For judgment that Ocular Science has violated section 43(a) of the  
2 Lanham Act, 15 U.S.C. §1125(a);

3 D. For judgment that Ocular Science has engaged in unfair competition  
4 under the common law;

5 E. For judgment that defendants have engaged in unlawful, unfair,  
6 and/or fraudulent business acts or practices within the meaning of the UCL;

7 F. For preliminary and permanent injunctions enjoining Ocular Science:

8 (i) from continuing the use of the infringements identified  
9 hereinabove;

10 (ii) from using in connection with its business, except as expressly  
11 authorized by Imprimis, any reproduction or colorable imitation of the word  
12 “DROPLET”;

13 (iii) from making in any way whatsoever any statement or  
14 representation or performing any act likely to lead the public or individual members  
15 of the public to believe that Ocular Science is in any manner, directly or indirectly,  
16 associated or connected with, or licensed, authorized or approved by Imprimis;

17 (iv) from committing any other acts which infringes on Imprimis’  
18 marks or which constitutes unfair competition against Imprimis or its licensees or  
19 which comprises unlawful, unfair, and/or fraudulent business acts or practices;

20 G. That the Court order Ocular Science’s registrations, if any, should  
21 they be granted by the USPTO, be abandoned in whole and order the register rectified  
22 accordingly;

23 H. That the Court order Ocular Science to account and pay over to  
24 Imprimis all gains, profits and advantages derived by him from said trademark  
25 infringement and unfair competition;

26 I. That the Court order Ocular Science to deliver up and destroy all  
27 signs, devices, literature, advertising and other material bearing any of Imprimis’  
28 marks or colorable imitations thereof;

1 J. That the Court assess Ocular Science Imprimis' attorneys' fees and  
2 award those fees to Imprimis pursuant to section 35 of the Lanham Act, 15 U.S.C. §  
3 1117, given the willful nature of Ocular Science's infringements;

4 K. That the Court assess Ocular Science punitive damages because of the  
5 willful nature of its infringements;

6 L. That Ocular Science be ordered to file with the Court and serve on  
7 Imprimis' counsel, within thirty (30) days after service of any injunction(s) issued  
8 herein, or within such other reasonable time as the Court shall direct, a report in  
9 writing and under oath, setting forth in detail the manner in which Ocular Science has  
10 complied with any such injunction(s);

11 M. That the Court assess pre-judgment and post-judgment interest and  
12 costs of suit (including all disbursements and expenses of this action) against  
13 defendants, and award such interest and costs to Imprimis; and

14 N. That Imprimis have such other and further relief as this Court may deem  
15 just and proper.

16 Respectfully submitted,

17 Dated: February 3, 2016

LAWTON LAW FIRM

18  
19 By: s/Dan Lawton  
20 Dan Lawton  
21 Attorneys for Plaintiff Imprimis Pharmaceuticals,  
22 Inc.  
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